

EXHIBIT B

THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
W. R. GRACE & CO., et al.,¹) Case No. 01-1139 (JKF)
) (Jointly Administered)
)
_____ Debtors.) Re: Docket No. _____
) 9/29/08 Agenda Item # _____

In re:) Chapter 11
W. R. GRACE & CO., et al.,¹) Case No. 01-11:39 (JKF)

¹ — The Debtors consist of the following 62 entities: W. R. Grace & Co. (f/k/a Grace Specialty Chemicals, Inc.), W. R. Grace & Co. Conn., A 1 Bit & Tool Co., Inc., Alewife Boston Ltd., Alewife Land Corporation, Amicon, Inc., CB Biomedical, Inc. (f/k/a Circe Biomedical, Inc.), CCHP, Inc., Coalgrace, Inc., Coalgrace II, Inc., Creative Food 'N Fun Company, Darex Puerto Rico, Inc., Del Taco Restaurants, Inc., Dewey and Almy, LLC (f/k/a Dewey and Almy Company), Ecarg, Inc., Five Alewife Boston Ltd., G C Limited Partners I, Inc. (f/k/a Grace Cocoa Limited Partners I, Inc.), G C Management, Inc. (f/k/a Grace Cocoa Management, Inc.), GEC Management Corporation, GN Holdings, Inc., GPC Thomasville Corp., Gloucester New Communities Company, Inc., Grace A-B Inc., Grace A-B II Inc., Grace Chemical Company of Cuba, Grace Culinary Systems, Inc., Grace Drilling Company, Grace Energy Corporation, Grace Environmental, Inc., Grace Europe, Inc., Grace H-G Inc., Grace H-G II Inc., Grace Hotel Services Corporation, Grace International Holdings, Inc. (f/k/a Dearborn International Holdings, Inc.), Grace Offshore Company, Grace PAR Corporation, Grace Petroleum Libya Incorporated, Grace Tarpon Investors, Inc., Grace Ventures Corp., Grace Washington, Inc., W. R. Grace Capital Corporation, W. R. Grace Land Corporation, Gracoal, Inc., Gracoal II, Inc., Guanica Caribe Land Development Corporation, Hanover Square Corporation, Homeo International, Inc., Kootenai Development Company, L B Realty, Inc., Litigation Management, Inc. (f/k/a GHSC Holding, Inc., Grace JVH, Inc., Asbestos Management, Inc.), Monolith Enterprises, Incorporated, Monroe Street, Inc., MRA Holdings Corp. (f/k/a Nestor BNA Holdings Corporation), MRA Intermedco, Inc. (f/k/a Nestor BNA, Inc.), MRA Staffing Systems, Inc. (f/k/a British Nursing Association, Inc.), Remedium Group, Inc. (f/k/a Environmental Liability Management, Inc., E&C Liquidating Corp., Emerson & Cuming, Inc.), Southern Oil, Resin & Fiberglass, Inc., Water Street Corporation, Axial Basin Ranch Company, CC Partners (f/k/a Cross Country Staffing), Hayden Gulch West Coal Company, H-G Coal Company.

¹ The Debtors consist of the following 62 entities: W. R. Grace & Co (f/k/a Grace Specialty Chemicals, Inc.), W. R. Grace & Co.-Conn., A-1 Bit & Tool) Co., Inc., Alewife Boston Ltd., Alewife Land Corporation, Amicon, Inc., CB Biomedical, Inc. (f/k/a Circe Biomedical, Inc.), CCHP, Inc., Coalgrace, Inc., Coalgrace II, Inc., Creative Food 'N Fun Company, Darex Puerto Rico, Inc., Del Taco Restaurants, Inc., Dewey and Almy, LLC (f/k/a Dewey and Almy Company), Ecarg, Inc., Five Alewife Boston Ltd., G C Limited Partners I, Inc. (f/k/a Grace Cocoa Limited Partners I, Inc.), G C Management, Inc. (f/k/a Grace Cocoa Management, Inc.), GEC Management Corporation, GN Holdings, Inc., GPC Thomasville Corp., Gloucester New Communities Company, Inc., Grace A-B Inc., Grace A-B II Inc., Grace Chemical Company of Cuba, Grace Culinary Systems, Inc., Grace Drilling Company, Grace Energy Corporation, Grace Environmental, Inc., Grace Europe, Inc., Grace H-G Inc., Grace H-G II Inc., Grace Hotel Services Corporation, Grace International Holdings, Inc. (f/k/a Dearborn International Holdings, Inc.), Grace Offshore Company, Grace PAR Corporation, Grace Petroleum Libya Incorporated, Grace Tarpon Investors, Inc., Grace Ventures Corp., Grace Washington, Inc., W. R. Grace Capital Corporation, W. R. Grace Land Corporation, Gracoal, Inc., Gracoal II, Inc., Guanica-Caribe Land Development Corporation, Hanover Square Corporation, Homeo

)	(Jointly Administered)
)	
Debtors.)	Re: Docket No. 19676
)	

**AMENDED AND RESTATED ORDER APPROVING SETTLEMENT AGREEMENT
WITH THE TOWN OF ACTON RESOLVING TAX ABATEMENT PETITIONS AND
ADDRESSING
SEWER BETTERMENT ASSESSMENTS**

Upon consideration of the “*Motion of Debtors For Entry of an Order Approving Settlement Agreement with the Town of Acton Resolving Tax Abatement Petitions and Addressing Sewer Betterment Assessments*” (the “Motion”); and due and proper notice of the Motion having been given; and it appearing that the relief requested in the Motion is in the best interests of the Debtors,² their estates and creditors, it is hereby

International, Inc., Kootenai Development Company, LB Realty, Inc., Litigation Management, Inc (f/k/a GHSC Holding, Inc., Grace JVH, Inc., Asbestos Management, Inc.), Monolith Enterprises, Incorporated, Monroe Street, Inc., MRA Holdings Corp. (f/k/a Nestor-BNA Holdings Corporation), MRA Intermedco, Inc. (f/k/a Nestor-BNA, Inc.), MRA Staffing Systems, Inc. (f/k/a British Nursing Association, Inc.), Remedium Group, Inc., (f/k/a Environmental Liability Management, Inc., E&C Liquidating Corp, Emerson & Cuming, Inc.), Southern Oil, Resin & Fiberglass, Inc., Water Street Corporation, Axial Basin Ranch Company, CC Partners (f/k/a Cross Country Staffing), Hayden-Gulch West Coal Company, H-G Coal Company.

² _____ Capitalized terms not defined herein shall have the meaning ascribed to them in the Motion or the Settlement Agreement.

ORDERED that this Order amends and restates in its entirety, and therefore supersedes, this Court's Order entered on October 1, 2008, with respect to the Motion;

ORDERED that the Motion is granted; and it is further

ORDERED that the Debtors² are authorized to enter into the Settlement Agreement; and it is further

ORDERED that the Debtors are authorized to perform their respective obligations under the Settlement Agreement; and it is further

ORDERED that the Debtors are authorized to make the payments in the sums provided for in the Settlement Agreement; and it is further

ORDERED that (i) the Settlement Agreement and Grace's rights and obligations under the Agreement are hereby approved fully and unconditionally; (ii) the Settlement Agreement shall be binding upon any trustee appointed with respect to Grace's estates; (iii) the Settlement Agreement shall survive confirmation of any plan of reorganization, any conversion of the cases to chapter 7, or any dismissal, and (iv) Grace's obligations under the Settlement Agreement are immediately payable as outlined in the Settlement Agreement and entitled to administrative expense priority under Section 503(b) of the Bankruptcy Code without further application or Order of this Court notwithstanding anything in any plan of reorganization or order confirming a plan with respect to the Debtors; and it is further

ORDERED that the terms of the Settlement Agreement shall not be amended, modified, or altered by any Plan of Reorganization confirmed with respect to one or more

² Capitalized terms not defined herein shall have the meaning ascribed to them in the Motion or the Settlement Agreement.

of the Debtors unless such amendment, modification, or alteration is required as a matter of law to enable the Plan to comply with Title 11 of the United States Code; and it is further

ORDERED that if the Settlement Agreement is amended, modified, or altered by a Plan of Reorganization under the limited circumstances permitted by the immediately preceding paragraph, the Town shall have the right, but not the obligation, to declare the Settlement Agreement void prospectively by delivering written notice to the Debtors of same, and upon delivery of such notice, the Town and the Debtors shall enjoy all rights they enjoyed prior to entry of this Order but giving credit for any performance made by either party under the Settlement Agreement that occurred before the Town declared it void; and it is further

ORDERED that the Debtors are authorized to take whatever other actions may be necessary to consummate the transactions contemplated by the Settlement Agreement; and it is further

ORDERED that the Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of this Order; and it is further

ORDERED that this Order is effective immediately upon its entry.

Dated: _____, 2008

Honorable Judith K. Fitzgerald
U. S. Bankruptcy Judge

Document comparison done by Workshare DeltaView on Thursday, October 16, 2008
10:54:26 AM

Input:	
Document 1	interwovenSite://KEDMS/LEGAL/13503653/1
Document 2	interwovenSite://KEDMS/LEGAL/13503477/2
Rendering set	Basic K&E

Legend:	
<u>Insertion</u>	
Deletion	
<i>Moved from</i>	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Redline Summary:		
No.	Change	Text
1-2	Change	"K&E 13503653.1" changed to "K&E 13503477.2"
3	Deletion	1
4-5	Change	"K&E 13503653.1" changed to "K&E 13503477.2"
6	Deletion	In re:
7	Deletion	W. R. GRACE & CO., et al., ¹
8	Deletion	¹ The Debtors consist of...H-G Coal Company.
9	Deletion	Debtors.
10	Deletion)
11	Deletion)
12	Deletion)
13	Deletion)
14	Deletion)

15	Deletion)
16	Deletion)
17	Deletion	Chapter 11
18	Deletion	Case No. 01-1139 (JKF)
19	Deletion	(Jointly Administered)
20	Deletion	Re: Docket No. _____
21	Deletion	9/29/08 Agenda Item # _____
22	Insertion	In re: _____) Chapter 11
23	Insertion)
24	Insertion	W. R. GRACE & CO., et al., ¹
25	Insertion	¹ The Debtors consist of...H-G Coal Company.
26	Insertion) Case No. 01-11:39 (JKF)
27	Insertion) (Jointly Administered)
28	Insertion)
29	Insertion	Debtors. _____) Re: Docket No. 19676
30	Insertion)
31	Change	"ORDER APPROVING SETTLEMENT AGREEMENT" changed to "AMENDED AND RESTATED...SETTLEMENT AGREEMENT"
32	Change	"ABATEMENT PETITIONS AND...BETTERMENT ASSESSMENTS" changed to "ABATEMENT PETITIONS AND...BETTERMENT ASSESSMENTS"
33	Change	"Upon consideration of the...Debtors For Entry of an" changed to "Upon consideration of the...Debtors For Entry of an"
34	Change	"Addressing Sewer Betterment Assessments" (the" changed to "Addressing Sewer Betterment Assessments (the"
35-36	Change	"(the "Motion" changed to "(the "Motion"
37-38	Change	"Motion"); and due and proper notice of" changed to "Motion"); and due and proper notice of"

39	Deletion	² Capitalized terms not...Settlement Agreement.
40	Insertion	ORDERED that this Order...respect to the Motion;
41	Insertion	ORDERED that the Debtors ²
42	Insertion	² Capitalized terms not...Settlement Agreement.
43	Change	"Debtors are authorized to make payments in the" changed to "Debtors are authorized to...make the payments in the"
44	Insertion	payments in the sums
45	Insertion	for in the Settlement...and it is further
46	Insertion	ORDERED that (i) the...and it is further
47	Insertion	ORDERED that the terms of...Code; and it is further
48	Change	"; and it is further" changed to "ORDERED that if the...void; and it is further"
49	Change	"Dated: _____, 2008" changed to "Dated: _____, 2008"
50	Change	" _____ " changed to " _____"

Statistics:	
	Count
Insertions	24
Deletions	26
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	50